pioneer case, *Britton v. Turner,* 6 N. H. 481, allowed a recovery upon a *quantum meruit* to the extent of benefits received, but that recovery, if any, was based at the contract price with deduction for what it would cost to procure a completion and of any damages sustained by reason of the breach and this case has since been followed by a very few states, *Pixler v. Nichols,* 8 Iowa 106; *Wheatly v. Miscal,* 5 Ind. 142; *Duncan v. Baker,* 21 Kan. 107. Those cases rested on two reasons: First, that a plaintiff should be allowed to recover, notwithstanding a wilful breach, for the reason that when he was sued by the defendant, the defendant might not be able to recover more than nominal damages, and in such a case, to refuse the plaintiff a right of action, would be to give substantial damages to the defendant. Second, that the understanding of the community, in such a case, is that a laborer shall receive compensation for the services actually rendered by him, but this understanding rests not on the contract itself but only upon the obligation imposed by law. *Parcell v. McCumber,* 11 Neb. 209; *Chambler v. Baker,* 95 N. C. 98; *Carroll v. Welch,* 26 Tex. 147.

CONTRACTS—MASTER AND SERVANT—WRONGFUL DISCHARGE—DANIEL V. MANHATTAN LIFE INS. CO., 102 N. Y. SUPP. 27. A contract of employment stipulated that either party might terminate it by a notice of thirty days. Thereafter, the contract was extended for a year from a specified date. Similar renewals were subsequently made, the last renewal extending the contract for a year after a specified date. *Held,* that the master was liable for discharging the employee before the expiration of the year. Jenks, J., *dissenting.*

A new contract may abrogate an earlier one, either expressly or by implication. *Evans v. Jacobitz,* 67 Kan. 249; *Sutton v. Griebel,* 118 Ia. 78. To effect discharge by implication, however, the new contract must be clearly inconsistent with the earlier contract. *Drown v. Forrest,* 63 Vt. 557; *Pease v. McQuillin,* 180 Mass. 135. If the later contract covers the same subject and has the same scope, but is wholly or partially inconsistent therewith, it abrogates the earlier contract in *toto. Tuggles v. Callison,* 143 Mo. 527; *Spreckel v. Bander,* 30 Or. 577. But if the subject-matter is only in part the same, the latter contract supersedes and abrogates, only in so far as it is inconsistent with the earlier one. *Alferitz v. Ingalls,* 83 Fed. 964; *Bray v. Loomer,* 61 Conn. 456. A modification which merely extends the time for performance, leaves the remaining provisions in full force. *Underwood v. Wolf,* 131 Ill. 425. The minority opinion in this case is supported in *Blondel v. Le Vesconte,* 41 Minn. 35, holding that after a contract of service for no definite period had been partly performed, a subsequent written agreement fixing a definite term, embodies the terms of the prior contract.

CORPORATIONS—TRANSFER OF ASSETS—VALIDITY AS TO CREDITORS.—WARD V. CITY TRUST CO. OF NEW YORK, 102 N. Y. SUPP. 50. A trust company loaned money to the owners of the capital stock of a corporation, taking their note therefor, with the stock as security. Thereafter, the control of the corporation affairs was given to one of the stockholders who, in the name of the corporation, as president and general manager, indorsed a draft drawn to the order of the corporation, to the trust company who accepted this as payment of the loan and surrendered the note and stock. *Held,* that the title of the trust company to the draft could not be attacked on the ground that the payment thereof rendered the corporation insolvent, where the company